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Lloyds

Policy No. 76 DD 1594C

06/30/76 – 06/30/79



LONDON 20 10 1977

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 09-08-2001 BY 60322
UCBAW

Whereas

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DECLASSIFIED BY 6032 JEP/STP/STW ON 08-28-2013

Text: 00, 000, 000 each currency and in the appropriate currency applicable.

2025/05/20

during the period commencing at		Threatened	day of
month of	1974	and vicinity of	Threatened
day of	1974	about 12.30 A.M.	1974; Faintly visible

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THE INCREASE FOR COST OF ELECTRICITY OF THE 1-7-74
WAS 10.00 PERCENT

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If the Amendment should create any doubt concerning the scope of the duty of confidentiality to requests concerning a subordinate, this Policy shall become void and of no effect hereinafter stated to be required.

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UMBRELLA POLICY (LONDON 1971)

Named Assured: As stated in Item 1 of the Declarations forming part hereof
~~and/or subsidiary, associated, affiliated companies or owned and controlled~~
~~companies, as now or hereafter constituted~~ and of which prompt notice has
 been given to Underwriters (hereinafter called the "Named Assured").

INSURING AGREEMENTS:

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1. COVERAGE -

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability:-

- (a) Imposed upon the Assured by law,
- or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages on account of:-

- (i) Personal Injuries
- (ii) Property Damage
- (iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world.

11. LIMIT OF LIABILITY -

Underwriters hereon shall be only liable for the ultimate net loss the excess of either:-

- (a) the limits of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances,
- or (b) \$ 100,000.00 ultimate net loss in respect of each occurrence not covered by said underlying insurances,

(hereinafter called the "underlying limits"):

and then only up to a further sum as stated in Item 2(a) of the Declarations in all in respect of each occurrence - subject to a limit as stated in Item 2(b) of the Declarations in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this Policy subject to all the terms, conditions and definitions hereof shall:-

- (1) in the event of reduction pay the excess of the reduced underlying limit.
- (2) in the event of exhaustion continue in force as underlying insurance.

The inclusion or addition hereunder of more than one Assured shall not operate to increase Underwriters' limits of liability beyond those set forth in the Declarations.

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THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:

1. ASSURED -

The unqualified word "Assured", wherever used in this Policy, includes:-

- (a) The Named Assured, and, if the Named Assured is designated in Item 1 of the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (b) any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such, and any organisation or proprietor with respect to real estate management for the Named Assured;
- (c) any person, organisation, trustee or estate to whom the Named Assured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only to the extent of such obligation and in respect of operations by or on behalf of the Named Assured or of facilities of the Named Assured or of facilities used by the Named Assured;
- (d) any additional Assured (not being the Named Assured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Assured under any underlying insurances as set out in attached schedule;
- (e) with respect to any automobile owned by the Named Assured or hired for use in behalf of the Named Assured, or to any aircraft owned by or hired for use in behalf of the Named Assured, any person while using such automobile or aircraft and any person or organisation legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Assured. The insurance extended by this sub-division (e), with respect to any person or organisation other than the Named Assured shall not apply:-
 1. to any person or organisation, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;
 2. to any manufacturer of aircraft, aircraft engines, or aviation accessories, or any aviation sales or service or repair organisation or airport or hangar operator or their respective employees or agents with respect to any occurrence arising out of any of the aforementioned;
 3. with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner;
 4. with respect to any non-owned automobile to any officer, director, stockholder, partner or employee of the Named Assured if such automobile is owned in full or in part by him or a member of his household.

This sub-division (e) shall not apply if it restricts the insurance granted under sub-division (d) above.

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2. PERSONAL INJURIES -

The term "Personal Injuries", wherever used herein, mean bodily injury (including death at any time resulting therefrom), mental injury, mental anguish, shock, sickness, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination, humiliation; also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any advertising activities.

3. PROPERTY DAMAGE -

The term "Property Damage", wherever used herein, shall mean loss of or direct damage to or destruction of tangible property (other than property owned by the Named Assured).

4. ADVERTISING LIABILITY -

The term "Advertising Liability", wherever used herein, shall mean:

- (1) Libel, slander or defamation;
- (2) Any infringement of copyright or of title or of slogan;
- (3) Piracy or unfair competition or idea misappropriation under an implied contract;
- (4) Any invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Assured's advertising activities.

5. OCCURRENCE -

The term "Occurrence", wherever used herein, shall mean an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence.

6. DAMAGES -

The term "Damages" includes damages for death and for care and loss of services resulting from personal injury and damages for loss of use of property resulting from property damage.

7. ULTIMATE NET LOSS -

The term "Ultimate Net Loss" shall mean the total sum which the Assured, or his Underlying Insurers as scheduled, or both, become obligated to pay by reason of personal injuries, property damage or advertising liability claims, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, costs, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Assured or of any underlying insurers permanent employees.

The Underwriters shall not be liable for expenses as aforesaid when such expenses are included in other valid and collectible insurance.

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The term "Automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.

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9. AIRCRAFT -

The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

10. PRODUCTS LIABILITY -

The term "Products Liability" means:-

- (a) Liability arising out of goods or products manufactured, sold, handled or distributed by the Assured or by others trading under his name (hereinafter called "the Assured's products") if the occurrence occurs after possession of such goods or products has been relinquished to others by the Assured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Assured; provided such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold;
- (b) Liability arising out of operations, if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the Assured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph:-
 - (i) pick-up or delivery, except from or onto a railroad car;
 - (ii) the maintenance of vehicles owned or used by or in behalf of the Assured;
 - (iii) the existence of tools, uninstalled equipment and abandoned or unused materials.

11. ANNUAL PERIOD -

The term "Annual Period" shall mean each consecutive period of one year commencing from the inception date of this Policy.

THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

This Policy shall not apply:-

- (a) to any claim for which the Assured and any company as its insurer may be held liable under any Workmen's Compensation, unemployment compensation or disability benefits; provided, however, that this exclusion does not apply to liability of others assumed by the Named Assured under contract or agreement;

(b) to personal injuries, property damage or consequential damage resulting from the conduct of any partnership or joint venture of which the Assured is a partner or member and which is not designated in this policy as a Named Assured;

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(c) to claims made against the Assured:-

- (i) on account of Personal Injuries or Property Damage resulting from the failure of the Assured's products or work completed by or for the Assured to perform the function or serve the purpose intended by the Assured, if such failure is due to a mistake or deficiency in any design, formula, plan, specification, advertising material or printed instructions prepared or developed by the Assured; but this exclusion (i) does not apply to Personal Injuries or Property Damage resulting from the active malfunctioning of such products or work;
- (ii) on account of Property Damage to the Assured's products arising out of such products or any part of such products;
- (iii) on account of Property Damage to work performed by or on behalf of the Assured arising out of work or any portion thereof, or out of the materials, parts or equipment furnished in connection therewith;
- (iv) for the withdrawal, inspection, repair, replacement, or loss of use of the Assured's products or work completed by or for the Assured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(d) with respect to advertising activities, to claims made against the Assured for:-

- (i) failure of performance of contract, but this shall not relate to claims for unauthorised appropriation of ideas based upon alleged breach of an implied contract;
 - (ii) infringement of registered trade marks, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;
 - (iii) incorrect description of any article or commodity;
 - (iv) mistake in advertised price;
- (e) except in respect of occurrences taking place in the United States of America, its territories or possessions, or Canada, to any liability of the Assured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign hostilities (whether war be declared or not), civil war, rebellion, riot, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- (f) to any liability arising out of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, colour or national origin.

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Except insofar as coverage is available to the Assured from the underlying insurances as set out in the attached Schedule, this policy shall not apply:-

- (g) to the liability of any Assured hereunder for assault and battery committed by or at the direction of such Assured except liability for Personal Injuries resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of aircraft, or for the purpose of preventing Personal Injuries or Property Damage; it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (h) with respect to any aircraft owned by the Assured except liability of the Named Assured for aircraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (i) with respect to any watercraft owned by the Assured, while away from premises owned, rented or controlled by the Assured, except liability of the Named Assured for watercraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (j) to any employee with respect to injury to or the death of another employee of the same Employer injured in the course of such employment.

THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS:

A. PREMIUM -

Unless otherwise provided for the premium for this Policy is a flat premium and is not subject to adjustment except as provided in Conditions B and P.

B. ADDITIONAL ASSURED -

In the event of additional assureds being added to the coverage under the underlying insurance during currency hereof prompt notice shall be given to Underwriters hereon who shall be entitled to charge an appropriate additional premium hereon.

C. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in item 2 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

D. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE -

As regards personal injury (fatal or non-fatal) by occupational disease sustained by any employee of the Assured, this policy is subject to the same warranties, terms and conditions (except as regards the premium, the amounts and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurance prior to the happening of an occurrence for which claim is made hereunder.

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ATTACHING TO AND FORMING PART OF POLICY No. 75DD1594C

DECLARATIONS:

- ITEM 1. (a) Named Assured:- W.R.GRACE & CO. AND/OR SUBSIDIARY, ASSOCIATED, AFFILIATED COMPANIES AND/OR ORGANISATIONS, OWNED, CONTROLLED AND/OR MANAGED COMPANIES AS NC OF HEREINAFTER CONSTITUTED
- (b) Address of Named Assured:-
1114 Avenue of the Americas,
New York, New York 10038
- ITEM 2. Limit of Liability - as Insuring Agreement 11 :-
- (a) Limit in all in respect of each occurrence \$ 5,000,000.00
- (b) Limit in the aggregate for each annual period where applicable \$ 5,000,000.00
- ITEM 3. Policy Period:- 30th June, 1976 to 30th June, 1979
both days 12.01 a.m. local standard time
- ITEM 4. Notice of Occurrence (Condition G) to:-
National Agencies Inc.,
1221 Avenue of the Americas, New York, New York 10020,
U.S.A.
- ITEM 5. Currency (Condition Q):-
U.S.\$
- ITEM 6. Payment of Premium (Condition Q) to:-
National Agencies Inc.,
1221 Avenue of the Americas, New York, New York 10020,
U.S.A.
- ITEM 7. Service of Process (Condition S) upon:-
Mendes and Mount,
27 William Street,
New York, New York 10005, U.S.A.

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Attaching to and forming part of Policy No. 76DD1594C

Of: CERTAIN INSURANCE COMPANIES

Issued to W.R. GRACE & CO.

As respects the Assured's operations outside the United States of America and/or Canada Insuring Agreement II is amended to read as follows:-

"... Underwriters hereon shall be only liable for the ultimate net loss the excess of either:-

- (a) the limits of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances;
- or (b) \$250,000.00 ultimate net loss in respect of each occurrence,
- whichever is the greater,
- or (c) \$250,000.00 ultimate net loss in respect of each occurrence not covered by said underlying insurances,

....."

All other terms and conditions of the Policy remaining unchanged.

Dated, London, 28th June, 1977

MLS/jc

ADDENDUM NO. 2

Attaching to and forming part of Policy No. 76DD1594C

Of: CERTAIN INSURANCE COMPANIES

Issued to W.R. GRACE & CO.

It is hereby understood and agreed that this policy is extended to include "Employee Benefit Liability", as more fully defined in the scheduled underlying policies and that as respects such coverage this Policy is subject to the same warranties, terms and conditions (except as regards the premium, the obligation to investigate and defend, the amount and limits of liability and the renewal agreement, if any) as are contained in the said underlying policies.

It is however further understood and agreed that the above extension in coverage shall not apply to claims based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406 commonly known as the Pension Reform Act of 1974 and amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

All other terms and conditions of the Policy remaining unchanged.

Dated London, 28th June, 1977.

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ADDENDUM NO. 3

Attaching to and forming part of Policy No. 76DD1594C

Of: CERTAIN INSURANCE COMPANIES

Issued to W.R. GRACE & CO.

It is hereby understood and agreed that this Policy is extended to include "Data Processors Errors and Omissions Insurance" and "Insurance Brokers Errors and Omissions Insurance" as more fully defined in the scheduled underlying policies and that as respects such coverages this Policy is subject to the same warranties, terms and conditions (except as regards the premium, the obligation to investigate and defend, the amount and limits of liability and the renewal agreement, if any, as are contained in the said underlying policies.

All other terms and conditions of the Policy remaining unchanged.

Dated, London, 28th June, 1977

MLS/jc

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ADDENDUM NO. 4

Attaching to and forming part of Policy No. 76001591C

Of: CERTAIN INSURANCE COMPANIES

Issued to W.H. GRACE & CO.

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that this Policy shall not apply:-

(A) To Property Damage claims arising from:-

W. (D.A.)

- (1) Erroneous delivery of seeds, erroneous substitution of one seed for another, or mislabeling of seeds;
- (2) Cross pollination;
- (3) Germination failure;
- (4) The presence of noxious weed seed;
- (5) Natural shrinkage of grain;
- (6) Loss of and/or damage and/or deterioration from delay or from moisture content of grain;
- (7) Commingling of grain.

(B) (1) To liability arising under any policy of insurance or reinsurance;
(2) To liability arising out of the issuance, non-issuance, declination or cancellation of, or the imposition of special terms to any policy of insurance or reinsurance.(c) In respect of oil and/or gas drilling and/or exploration operations to:-
(i) the cost of control of any oil and/or gas well
(ii) loss of hole and/or in hole equipment.

It is further understood and agreed that except insofar as coverage is available to the Assured in the Underlying Insurances as set out in the attached Schedule, this Policy shall not apply:-

- (A) To Charterers liability;
- (B) To the safe berthing of any marine vessel;
- (C) To marine vessels in the Assured's Care, Custody or Control;
- (D) To Non-owned watercraft liability;
- (E) To Contractual Liability;
- (F) To Incidental Malpractice Liability;
- (G) In respect of oil and/or gas drilling and/or exploration operations to:-

- (i) explosion, blowout and/or cratering;
- (ii) underground Property Damage not already excluded by the Seepage, Pollution and Contamination Clause No. 1 and the Seepage, Pollution and Contamination Exclusion Clause No. 2;

- (H) To liability resulting from the ownership, maintenance and/or operations of any dock, wharf and/or quay facility.

All other terms and conditions of the Policy remaining unchanged.

Dated, London, 28th June, 1977
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ADDENDUM NO. 5

Attaching to and forming part of Policy No. 76001594C

Of: CERTAIN INSURANCE COMPANIES

Issued to W.R. GRACE & CO.

Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that this Policy shall apply to "Joint Ventures" subject always to the attached "Joint Venture Clause" except in respect of those Joint Ventures which are accepted by virtue of Addendum No. 6.

JOINT VENTURE CLAUSE
(THIRD PARTY LIABILITY)

(1) It is hereby understood and agreed by the Assured and Underwriters that, as regards any liability of the Assured which is incurred under this policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint loan, joint operating agreement or partnership (hereinafter called "Joint Venture") in which the Assured has an interest, the liability of Underwriters under this Policy shall be limited to the extent of (a) the percentage interest of the Assured in the said Joint Venture and (b) the total limit of liability insurance afforded the Assured by this Policy. Where the percentage interest of the Assured in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.

(2) It is further understood and agreed that, where any underlying insurance(s) have been reduced by a clause having the same effect as paragraph (1), the liability of Underwriters under this Policy, as limited by paragraph (1), shall be agreed of the sum of (a) such reduced limit of any underlying insurance(s) and (b) the limits of any underlying insurance(s) not reduced.

It is further understood and agreed that the term "Joint Venture" as used in the "Joint Venture Clause" attached hereto or elsewhere within the Policy wording shall be understood to mean:

"Any joining together of two or more companies, either legally or contractually, for the purpose of any business undertaking where joint financial or corporate benefit is intended."

All other terms and conditions of the Policy remaining unchanged.

Dated, London, 22nd June, 1977.
RLS/jc

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ADDENDUM NO. 6

Attaching to and forming part of Policy No. 76D01594C

Of: CERTAIN INSURANCE COMPANIES

Issued to W.R. GRACE & CO.

It is hereby understood and agreed that the "Joint Venture Clause" contained in Addendum No.5 shall not apply in respect of any co-venture or partnership where:

- (A) The Assured's financial interest is at least 50%;
- (B) The Assured has sole responsibility for the management and operation;
- (C) The Assured is obligated to provide full insurance.

Notwithstanding the foregoing, it is understood and agreed that any future contractual agreement issued by the Assured to its co-venturers or partners will specify that the insurance provided by the Assured's insurers shall be the sole and exclusive protection afforded to any and all members of such ventures.

All other terms and conditions of the Policy remaining unchanged.

Dated, London, 28th June, 1977.

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ADDENDUM NO. 7

Attaching to and forming part of Policy No. 78DD1594C

Of: CERTAIN INSURANCE COMPANIES

Issued to W.R. GRACE & CO.

ADJUSTMENT CLAUSE

Notwithstanding anything stated herein to the contrary, it is hereby agreed that the premium charged hereon is comprised of a Minimum and Deposit of \$984,000.00 part of \$1,230,000.00, plus an annual flat premium charge of \$40,000.00 part of \$50,000.00 in respect of Charterers Liability and in respect of the coverage provided hereunder for the safe berthing of any marine vessel and marine vessels in the Assured's care, custody or control; and shall be due and payable as follows:-

<u>30th June, 1976</u>	-	\$328,000.00 part of \$410,000.00 (Minimum and Deposit)
	plus	\$ 40,000.00 part of \$ 50,000.00 (Flat Premium)
<u>30th June, 1977</u>	-	\$328,000.00 part of \$410,000.00 (Minimum and Deposit)
	plus	\$ 40,000.00 part of \$ 50,000.00 (Flat Premium)
<u>30th June, 1978</u>	-	\$328,000.00 part of \$410,000.00 (Minimum and Deposit)
	plus	\$ 40,000.00 part of \$ 50,000.00 (Flat Premium)

It is further understood and agreed that the Minimum and Deposit Premium specified above is subject to adjustment with Earned Premium to be calculated at a rate of 0.1107 per \$1,000.00 of the Assured's Gross Sales.

The Assured shall declare to Underwriters as soon as possible after each anniversary date (commencing with the 30th June, 1977) the total amount of their Gross Sales during the preceding annual period and should the Earned Premium so computed exceed the Deposit Premium charged for said period then the balance shall be immediately payable by the Assured to the Underwriters.

Upon the expiration of this Policy a final adjustment shall be made and any difference between the total Deposit Premium paid by the Assured and the total Earned Premium hereon, shall be adjusted subject to Underwriters receiving not less than the Minimum Premium specified herein.

Notwithstanding anything contained herein to the contrary, if this Policy shall be cancelled by the Assured, Underwriters shall be entitled to the Earned Premium for the period that this Policy has been in force or the short rate proportion of the Minimum Premium whichever is the greater, plus the short rate proportion of the flat premium charge. If this Insurance is cancelled by Underwriters they shall be entitled to the Earned Premium for the period that this Insurance has been in force or pro rata of the Minimum Premium whichever is the greater, plus the pro rata proportion of the flat premium charge.

All other terms and conditions of the Policy remaining unchanged.

Dated, London, 28th June, 1977
MLG/jc

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ADDENDUM NO. 2

Attaching to and forming part of Policy No. 76DD1394C

Of: CERTAIN INSURANCE COMPANIES

Issued to W.R. GRACE & CO.

It is hereby understood and agreed that the following attached clause shall apply in respect of the Assured's oil and/or gas operations on, over and/or under water:

SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION CLAUSE No. 1
(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
- (2) The cost of removing, neutralizing or cleaning-up seepage, pollution or contaminating substances.
- (3) Loss of, damage to, or loss of use of property directly or indirectly resulting from seepage caused by sub-surface operations of the Assured.
- (4) Removal of, loss of or damage to non-surface oil, gas or any other substance, the property of others.
- (5) Fines, penalties, punitive or exemplary damages.

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It is also understood and agreed that the following attached clause shall apply in respect of the Assured's oil and/or gas operations other than those on, over and/or under water:

SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE No. 1
(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Removal of, loss of or damage to sub-surface oil, gas or any other substance, the property of others, provided always that this paragraph (1) shall not apply to any liability which would otherwise be covered under the Insurance for such removal, loss or damage directly attributable to blow-out, cracking or loss of an oil or gas well owned or operated by, or under the control of, the Assured.
- (2) Loss of, damage to, or loss of use of property directly or indirectly resulting from seepage caused by sub-surface operations of the Assured.
- (3) Personal injury or bodily injury or loss of, damage to, or loss of use of property, directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (3) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed where such seepage, pollution or contamination is caused by a sudden, unexpected and unexpected happening during the period of this Insurance.
- (4) The cost of removing, neutralizing or cleaning-up seepage, pollution or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unexpected and unexpected happening during the period of this Insurance.
- (5) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

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It is further understood and agreed that the following attached clause shall apply in respect of all operations of the Assured, other than oil and/or gas operations.

INDUSTRIES, STORAGE, POLLUTION AND CONTAMINATION CLAUSE No. 2
(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed where such seepage, pollution or contamination is caused by a sudden, unexpected and unexpected happening during the period of this Insurance.
- (2) The cost of removing, neutralizing or cleaning-up seepage, pollution or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unexpected and unexpected happening during the period of this Insurance.
- (3) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

N/A 1685

All other terms and conditions of the Policy remaining unchanged.

Dated, London, 28th June, 1977

WRG

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00.00

ADDENDUM NO. 9

Attaching to and forming part of Policy No. 7EDD1594C

Of: CERTAIN INSURANCE COMPANIES

Issued to W.R. GRACE & CO.

Notwithstanding the fact that the Assured has underlying insurance in force providing coverage in respect of Products Recall and Architects Errors and Omissions Insurance, it is specifically understood and agreed that no such coverage shall be provided hereunder.

It is further understood and agreed that this Policy shall not apply to any loss which would have been covered by the scheduled underlying policies, except for the deductible provisions contained therein.

All other terms and conditions of the Policy remaining unchanged.

Dated, London, 28th June, 1977.
KLS/js

1.00

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ADDENDUM

Attaching to and forming part of Policy No. 76DD1594C

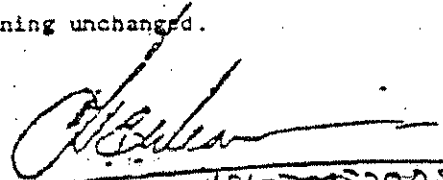
Issued to: W.R. GRACE & COMPANY

It is understood and agreed that with effect from 13th June, 1979, coverage is provided hereon in respect of Joint Venture known as "Fort Berthold Indian Reservation".

It is further understood and agreed that the "Joint Venture Clause" contained in Addendum No. 5 of the policy shall not apply to the above.

All other terms and conditions of the Policy remaining unchanged.

DB/ic


25,1180 H 431070052005
DIRECTOR
H. & WEAVERS (UNDERWRITING) AGENCIES LTD

WRG 0649

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852

ADDENDUM

77DD6248C

Attaching to and forming part of Policy No. 76DD1594C

of CERTAIN INSURANCE COMPANIES

issued to A/C W.R. GRACE AND COMPANY AND/OR SUBSIDIARY, ASSOCIATED, AFFILIATED,
COMPANIES OWNED CONTROLLED AND/OR MANAGED COMPANIES AS NOW
HEREINAFTER CONSTITUTED.

It is understood and agreed that the instalment premium of U.S.\$368,000.00
has been received hereon in respect of the 12 month period commencing
30th June, 1977.

All other terms and conditions of the Policy remaining unchanged.

Dated, London, 19th December, 19 77

FORN BY MLS/ch


29.11.77
DIRECTOR
H.S. WEATHERS (UNDERWRITING) AGENCIES LTD.

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WARRANTY

It is hereby warranted by the Assured that Physical Damage coverage is maintained for 100% values in respect of all Highly Protected Risk properties and that a blanket block policy for \$50,000,000.00 excess of a \$1,000,000 deductible is maintained for all other real property; all property in the Assured's care, custody or control being covered by such policies.

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W. R. GRACE & CO.

SCHEDULE OF UNDERLYING INSURANCESCOVERAGELIMITCARRIER

a) General/Products Liability (including watercraft)	Bodily Injury \$1,000,000 each occurrence \$2,000,000 Aggregate Products only Property Damage \$1,000,000 each occurrence \$2,000,000 Aggregate Products only	C.N.A. C.N.A.
b) Employee Benefit Liability	\$ 250,000 each Claim \$ 750,000 Annual Aggregate	C.N.A.
c) Care Custody or Control	\$1,000,000 each occurrence	Self Insured with C.N.A. handling claims in first \$200,000
d) Advertisers	\$ 350,000 each occurrence	C.N.A.
e) Automobile Liability	Bodily Injury \$1,000,000 each occurrence Property Damage \$1,000,000 each occurrence	C.N.A. C.N.A.
II EMPLOYERS LIABILITY:		
a) Rice Fork Coal Corporation	\$ 500,000 each Employee \$ 800,000 each Accident \$500,000	Old Republic Insurance Co.
b) Employer's Liability including Occupational Disease	\$ 100,000 each Employee \$ 100,000 each Accident \$500,000	C.N.A.
Excess of Coverage B Maritime (Jones Act)	Bodily Injury by Accident \$ 250,000 each Employee \$ 500,000 each Accident Bodily Injury by Disease \$ 250,000 each Employee \$ 500,000 Aggregate Disease (Per State)	C.N.A.

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EXPLANATIONLIMITCARRIER

1) United States Federal Longshoremen's and Harbor Workers' Act	\$ 250,000 each Employee \$ 500,000 each Accident	C.N.A.
2) AIRCRAFT LIABILITY (Excluding Non-Ownership)	\$10,000,000 Combined Single Limit including Voluntary Settlements of \$100,000 per person - including crew (part of and not in addition to the \$10,000,000 Limit)	United States Aircraft Insurance Group
3) Care, Custody or Control	\$ 1,000,000 (in respect of cargoes, buildings or other property or contents thereof not owned by the Assured, except if required by lease or other agreement or if insurance is purchased)	United States Aircraft Insurance Group
4) Non-Ownership Hull Liability	\$ 5,000,000 per occurrence	United States Aircraft Insurance Group
5) Aircraft Non-Ownership Liability	\$ 10,000 Combined Single Limit	United States Aircraft Insurance Group
6) CHARTERS LIABILITY	\$ 2,000,000 damage to vessel and cargo \$ 2,000,000 Demurrage and removal of wreck \$ 2,000,000 collision (third party) including demurrage \$ 2,000,000 per person \$ 2,000,000 each occurrence Third Party Bodily Injury Liability including liability to crew to chartered vessels.	Arkwright-Boston Manufacturers Insurance Company Arkwright-Boston Manufacturers Insurance Company

P.M. AND O. ASSOCIATES, INC.
 AND HARRY HENNER & SONS INC.
 a) Insurance Brokers Errors and Omissions Coverage

W R G

- I. \$100,000 each claim
\$100,000 aggregate
\$ 2,000 deductible per claim
- II. \$150,000 each claim
\$200,000 aggregate
excess of I above
- III. Buffer layer to
\$1,000,000 per claim and aggregate

EMPLOYERS

REINSURANCE CORP

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TABLELIMITCARRIER

b) Excess Insurance Brokers Errors and Omissions Coverage	\$ 4,000,000 per claim and aggregate excess of \$ 1,000,000 per claim and aggregate \$ 1,000,000 any one occurrence	North River Insurance Company
ELECTRONIC DATA Processors Errors and Omissions		
FOREIGN INSURANCE		
A) Automobile Liability (Non-Ownership) - Worldwide excluding U.S.A. and Iron Curtain Countries	Bodily Injury \$ 250,000 each person \$ 1,000,000 each accident Property Damage \$ 250,000 each accident	United States Fidelity and Guaranty Company
B) Grace Petroleum Corp., Libya		
1. General Liability	Bodily Injury \$ 300,000 each occurrence Property Damage \$ 250,000 each occurrence \$ 300,000 Annual Aggregate	New Hampshire Insurance Company
2. Automobile Liability	Bodily Injury \$ 250,000 each person \$ 300,000 each occurrence Property Damage \$ 250,000 each occurrence	New Hampshire Insurance Company
3. Employers' Liability	\$ 250,000 each person - \$ 250,000 each accident	New Hampshire Insurance Company
C) Mexico International Inc. Mexico		
1. General Liability	Bodily Injury \$ 250,000 each occurrence \$ 500,000 Annual Aggregate Property Damage \$ 250,000 each occurrence \$ 250,000 Annual Aggregate	Calvert Fire Insurance Company
2. Automobile Liability (Hired Car & Ownership) N/A.	Bodily Injury \$ 250,000 each person \$ 500,000 each occurrence Property Damage \$ 250,000 each occurrence	Calvert Fire Insurance Company
3. Employer's Liability	\$ 250,000	Calvert Fire Insurance Company

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COURTAGELIMITCARRIER

D) Grace y Cia-Paru Employer's Liability	\$ 250,000 each person \$ 500,000 each person	Commercial Insurance Company of Newark, New Jersey
E) Federation Chemicals Ltd. et al		
1. General Liability including owned watercraft (30 feet or less)	Bodily Injury \$ 250,000 each person \$ 1,000,000 each accident \$ 1,000,000 Aggregate Products Property Damage \$ 1,000,000 each accident \$ 1,000,000 Aggregate-Operative, Protective, Products and Contractual Liability	American International Underwriters
2. Automobile Liability (Non-Owned and Hired Car)	Bodily Injury \$ 250,000 each person \$ 1,000,000 each accident Property Damage \$ 500,000 each accident	American International Underwriters American International Underwriters Commercial Insurance Company of Newark, New Jersey
3. Employers Liability	\$ 500,000 each accident	Commercial Insurance Company of Newark, New Jersey
F) A.M. Grace & Co./Appliance Industry - Mexico		
Automobile Liability	\$ 250,000 Combined Single Limit for Bodily Injury and Property Damage excess and difference in Conditions over Mexican National Policy.	Aetna Insurance Company

00737

- 875

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00788
1976

COVER NOTE

Form AC 101
No. 35446
Title: W. Address:
New York, London, Texas 000121
Telephone 01-223 3100

C. T. BOWRING & CO. (INSURANCE) LTD.
P.O. Box 145, The Bowring Building, Tower Place, London, E.C.P. 122

This is to certify that we have effected Coverage as follows:-

5th August, 1976

UMBRELLA LIABILITY.

Wording as agreed by Underwriters (Joint Venture Exclusion deleted) and including Employee Benefit following scheduled underlying only, but excluding claims resulting from E.R.I.S.A. (1974).

ASSURED

W.R. GRACE & COMPANY ~~INC. AND/OR SUBSIDIARY, ASSOCIATED, AFFILIATED COMPANIES OWNED, CONTROLLED AND/OR MANAGED OPERATING AS NOW OR HEREINAFTER CONSISTING OF, AND/OR ORGANIZATIONS, OWNED, CONTROLLED AND/OR MANAGED COMPANIES AS NOW OR HEREINAFTER CONSTITUTED.~~

PERIOD

36 months at 30th June, 1976.

INTEREST

Coverage in respect of Assureds Operations.

SUM INSURED

80% of \$5,000,000 each occurrence (Aggregate Products and Occupational Disease) excess of

- ✓ (A) The Amount Covered under Underlying Insurances as attached, or
- ✓ (B) \$100,000 each occurrence in respect of losses not covered by said Underlying Insurances (U.S.A. and Canada) but \$250,000 in respect of foreign subsidiaries or insured primaries whichever the greater.

SITUATION

Worldwide.

CONDITIONS

- ✓ N.M.A. 1587 (JOINT VENTURE COVERAGE - W.R. GRACE INC. ET AL.)
- ✓ N.M.A. 1685, except in respect of Oil and Gas operations which subject to
- ✓ N.M.A. 1683 other than operations on, over, or under water which subject to
- ✓ N.M.A. 1684.
- ✓ Service of Suit Clause (U.S.A.).
- ✓ 60 Days Cancellation Clause.

PREMIUM

80% of Minimum and Deposit \$1,230,000 (Payable 1/3rd annually) adjustable annually at 0.1127 per thousand dollars gross sales.
Plus Additional Premium \$50,000 annual in respect of Part II Exclusions (A) (B) (C).

Less 4% Federal Excise Tax.

INFORMATION

As over.

LAWSON

COMPANIES (as attached) 100.00%

25000000
National Agencies Inc.,
1221 Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

C. T. BOWRING & CO. (INSURANCE) LTD.

N.B. Please examine the above carefully, and if incorrect or if you do not accept the authority please advise us immediately.

DEPARTMENTAL MANAGER

WRG

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FORM 40100

60769

CONTINUATION SHEET

No 35446

- INFORMATION ✓ Assureds operations are basically involved in 3 areas being:-
- (1) Chemicals which total 50% and are split 28% industrial and speciality goods, 7% packaging and plastics, 15% agricultural.
 - (2) Consumer Products which total 45% and split 13% fashion and leisure, 13% consumers services, 19% packaged foods.
 - (3) Natural resources being 5%.

Estimated annual sales 1976 \$3,625,000,000 1977 \$3,700,000,000, 1978 \$3,800,000,000. Annual payroll \$400,893,100 1976. No manufacturing, packaging or relabelling of pharmaceutical products by the Assured. See memo 7th May, 1976 regarding limited mining exposures and information agreed 19th May, 1976 regarding aviation products exposure. Joint Venture involvement as per separate sheet. Warranties, additional exclusions and schedule as attached.

100.00% (19.05% WALEDOON INSURANCE COMPANY LIMITED
 (13.42% "WINTERTEUR" SWISS INSURANCE COMPANY
 (17.32% MUTUAL REINSURANCE COMPANY LIMITED
 (4.32% ST. KATHERINE INSURANCE COMPANY LIMITED (X A/c)
 (8.66% LONDON & EDINBURGH GENERAL INSURANCE COMPANY LIMITED
 (11.25% BERMUDA FIRE & MARINE INSURANCE COMPANY LIMITED
 (8.66% YASUDA FIRE & MARINE INSURANCE COMPANY (UK) LIMITED
 (17.32% ST. KATHERINE INSURANCE COMPANY LIMITED ✓

100.00%

ABOVE AMENDED AS FOLLOWS

100.00% (32.47% WALBROOK INSURANCE COMPANY LIMITED
 (17.32% MUTUAL REINSURANCE COMPANY LIMITED
 (12.98% ST KATHERINE INSURANCE COMPANY LIMITED
 (X A/c)
 (19.91% BERMUDA FIRE AND MARINE INSURANCE
 COMPANY LIMITED
 (17.32% ST. KATHERINE INSURANCE COMPANY LIMITED

HEREON 100.00

WRG 0657

FORM AD-208

No. 35448

00730

CONTINUATION SHEET

EXCLUSIONS (ADDITIONAL TO FORM)

W. R. GRACEPART I

Property Damage Arising From:-

- (A) (1) Erroneous delivery of seeds, erroneous substitution of one seed for another, or mislabeling of seeds;
- (2) Cross pollination;
- (3) Germination failure;
- ✓ (4) The presence of noxious weed seed;
- (5) Natural shrinkage of grain
- (6) Loss of and/or damage and/or deterioration from delay or from moisture content or grain;
- (7) Commingling of grain;
- (B) (1) To liability arising under any policy of insurance or reinsurance;
- ✓ (2) To liability arising out of the issuance, non-issuance, declination or cancellation of, or the imposition of special terms to any policy of insurance or reinsurance;
- (C) In respect of oil/gas drilling and/or exploration operations:-
- ✓ (1) cost of control of any oil/gas well
- (2) loss of hole and/or in hole equipment.

PART II

- () Charterers liability;
- () Safe berthing of any marine vessel;
- () Marine vessels in Assureds C.C.C.;
- () Non-owned watercraft liability;
- () Contractual;
- () Incidental malpractice;
- ✓ (G) In respect of oil/gas drilling and/or exploration operations:-
- (i) explosion, blowout and/or cratering
- (ii) underground P.D. not already excluded by H.M.A. 1683/4/5;
- (H) Data processors E and O;
- (I) Liability resulting from ownership, maintenance and/or operations of any dock, wharf and/or quay facility;
- (J) Insurance brokers errors and omissions.

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FORM AD-22

No. 35446

00791

CONTINUATION SHEET

WARRANTIES W.R. GRACE EMERALDA

- ✓(1) Notwithstanding scheduled underlying policies contain limits in respect of products recall and architects E and O, no coverage provided hereon.
- ✓(2) Physical damage coverage maintained for 100% values in respect of all H.P.R. properties and blanket block policy for \$50,000,000 excess \$1,000,000 deductible maintained for all other real property, all property in Assureds C.C.C. covered by such policies.
- ✓(3) No step down excess of S.P.R. hereon in the event of any loss not being covered by scheduled primaries due to deductible contained therein.

WRG 0659

FORM 4210

No. 25446

00792

CONTINUATION SHEET

JOINT VENTURES INFORMATION - W.R. GRACE

~~(1) Vester Hume and Mineral Inc. 3/2/A Colorado Gold Company which is a 50/50 partnership between W.R. Grace and Hanna Mining and is engaged in a surface mining venture in a generally remote area of Colorado. Presently only exploration work is being performed. AS PER W.R.G.~~

(2) Trinidad Nitrogen Co. Ltd. a Joint Venture between the Government of Trinidad and Tobago and W.R. Grace for the operation of an Hydrous Ammonia facility at Point Lisas Trinidad.

(3) U.S. Steel - Construction and operation of a Phosphoric Acid Plant and two Sulfuric Acid Plants in Bartow Florida. This a 50/50 partnership.

(4) Oklahoma Nitrogen Company a Joint Venture partnership consisting of Woodward Chemicals Corporation which is a 100% owned subsidiary of W.R. Grace who will have a 50% ownership, Terra Chemicals International and Gulf Oil Chemicals Company each with a 25% interest in a Hydrous Ammonia facility in Woodward, Oklahoma. In each of the aforementioned Grace acts as operator and has assumed liability of partners largely contribute capital only. These interests are covered as additional insureds under scheduled primary insurance. Grace is currently asking each operating subsidiary/division to advise if there are any additional situations where they are required to afford coverage for the interest of the partner. In advance of receipt of this information Grace has asked that we request 30 days automatic coverage beyond 30th June allowing time to identify any situation where Grace is contractually required to provide cover for any partner.

Grace WTA 1587 does not apply in respect of above mentioned Joint Ventures.

Subject W.R. Grace responsible for 100% of insurance programs and coverage provided hereon not afforded under any other policy.

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FORM AD-12

CONTINUATION SHEET

No. 35446

00793

GRACE & CO.

SCHEDULE OF UNDERLYING INSURANCE

<u>COVERAGE</u>	<u>LIMIT</u>	<u>CARRIER</u>
1.		
a) General/Products Liability (including watercraft)	B.I. \$1,000,000 each occ. \$2,000,000 Aggregate Products only.	C.N.A.
	P.D. \$1,000,000 each occ. \$2,000,000 Aggregate Products only.	C.N.A.
b) Employee Benefits	\$ 250,000 each Claim \$ 750,000 Annual Aggregate	C.N.A.
c) Cars Custody & Control	\$1,000,000 each Occurrence	Self Insured with C.N.A. Handling claims in first \$200,000
Advertisers Liability	\$ 250,000 each Occurrence	C.N.A.
Automobile Liability	B.I. \$1,000,000 each Occurrence	C.N.A.
	P.D. \$1,000,000 each Occurrence	C.N.A.

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FORM 4000

No. 35446

00734

CONTINUATION S-527

832

COVERAGELIMITCARRIEREMPLOYERS LIABILITY:

- ✓ a) Race Fork Coal Corporation \$500,000 each Employee
\$500,000 each Accident. Old Republic
- ✓ b) Employer's Liability includ-
ing Occupational Disease 500,000
~~\$100,000~~ each Employee C.N.A.
~~\$50,000~~ each Accident.
500,000.
- ✓ c) Amendment of Coverage B
Maritime (Jones Act) Bodily Injury by Accident C.N.A.
\$250,000 each Employee
\$500,000 each Accident
Bodily Injury by Disease
\$250,000 each Employee
\$500,000 Aggregate Disease
(Per State)
- ✓ d) U.S. P.L. & H.W.A. \$250,000 each Employee C.N.A.
500,000 each Accident

III AIRCRAFT LIABILITY
(Excluding Non-Ownership)

- ✓ \$10,000,000 CSL including U.S.A.I.G.
Voluntary Settlements of
\$100,000 per person-
including crew (part of
and not in addition to
the \$10,000,000 limit).
- ✓ a) Care, Custody or Control \$1,000,000 (with respect of U.S.A.I.G.
hangars Buildings or other
property or contents thereof
not owned by Insured except if
required by lease or other
agreement or if insurance is
purchased).
- ✓ b) Non-Ownership Hull \$5,000,000 per occurrence U.S.A.I.G.
Liability.

WRG

0662

No. 35-46

00795-683

<u>COVERAGE</u>	<u>LIMIT</u>	<u>CARRIER</u>
Aircraft Non-Ownership Liability	\$10,000,000 CSL	U.S.A.I.G.
✓ IV) CHARTERS LIABILITY	<p>cargo</p> <p>\$2,000,000 damage to vessel and ^</p> <p>\$2,000,000 Demurrage and removal of wreck</p> <p>\$2,000,000 collision (third Party) including demurrage</p> <p>\$2,000,000 Each Person</p> <p>\$2,000,000 Each Occurrence</p> <p>Third Party Bodily Injury</p> <p>Liability including liability to Crew of Chartered Vesses.</p>	<p>Arkwright-Boston Manufacturer Ins. Co.</p>
V. <u>P.M. & G. ASSOCIATES, INC.</u> <u>AND HARRY HEINER & SONS, INC.</u>	<p>1,000,000</p> <p>1,000,000 each claim and</p> <p>300,000 aggregate</p> <p>2,500 deductible per claim</p> <p>5,000</p> <p>250,000 each claim</p> <p>200,000 aggregate</p>	<p>Oregon Ind. Co.</p> <p>EMPLOYERS REINSURANCE CORPORATION</p>
<p>a) Insurance Brokers Errors & Omissions Coverage</p> <p>✓ SHOULD WE HAVE THIS ENTITY DELETED?</p>	<p>Butter-Inver to</p> <p>\$1,000,000 per claim and aggregate</p>	<p>Adriatic</p> <p>First State Ins. Co.</p>
b) Excess Insurance Brokers Errors and Omissions Coverage.	\$4,000,000 per claim and aggregate	North River Ins. Co.
✓ VI. Electronic Data Processors Errors and Omissions	\$1,000,000 any one occurrence	

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FORM AG-15

No. 35446

CONTINUATION SHEET

00796

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COVERAGELIMITCARRIER

FOREIGN INSURANCE

- A) Automobile Non-Ownership
 ✓ Worldwide excluding U.S.A.
 and Iron Curtain Countries

B.I. \$250,000 each person
 \$1,000,000 each accident
 P.D. \$250,000 each accident

U.S.F. & G.

- B) Grace Petroleum Corp.
 Libya.

1. General Liability

B.I. \$300,000 each occurrence
 P.D. \$250,000 each occurrence
 \$300,000 Annual Aggregate

New Hampshire Ins. Co.

2. Automobile Liability

B.I. \$250,000 each person
 \$300,000 each occurrence
 P.D. \$250,000 each occurrence

New Hampshire Ins. Co.

3. Employer's Liability

\$250,000 each person
 \$250,000 each accident

New Hampshire Ins. Co.

- C) Homco International Inc.
 Mexico.

General Liability

B.I. \$250,000 each occurrence
 \$500,000 Annual Aggregate

Calvert Fire Ins. Co.

P.D. \$250,000 each occurrence
 \$250,000 Annual Aggregate

2. Automobile Liability
 (Hired Car & Ownership)

B.I. \$250,000 each person
 \$500,000 each occurrence
 P.D. \$250,000 each occurrence.

Calvert Fire Ins. Co.

3. Employer's Liability

\$250,000

Calvert Fire Ins. Co.

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FOAM ADIC

No. 35446

00797

CONTINUATION SHEET

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PAGELETTCARRIER

D) Grace y Cia-Peru

Employer's Liability

\$250,000 each person
\$500,000 each person

Comm'l Ins.Co. of Newark N.J.

E) Federation Chemicals Ltd. etal

1. General Liability including
✓ owned watercraft (30 feet
or less).

B.I. \$250,000 each person
\$1,000,000 each accident
\$1,000,000 Aggregate Products

A.I.U.

P.D. \$1,000,000 each accident
\$1,000,000 Aggregate-Operations,
Protective, Products
& Contractual

2. Automobile Liability
✓ (Non-Owned & Hired Car)

B.I. \$250,000 each person
\$1,000,000 each accident

A.I.U.

P.D. \$500,000 each accident

A.I.U.

3. ✓ Employers Liability

\$500,000 each accident

Comm'l Ins.Co. of Newark N.J.

W.R. Grace & Co./Appliance
Industry - Mexico

4. ✓ Automobile Liability

\$250,000 C/S/L for B.I. & P.D. Aetna Ins.Co.
excess & D.I.C. over Mexican
National Policy.

WRG

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COPY ADDENDUM

00738

Attaching to and forming part of Cover Note/Certificate No. 35446

Re A/C W. R. GRACE AND COMPANY ET AL

The following amendments and/or corrections to this Cover Note take effect from inception:-

ASSURED: W. R. GRACE AND COMPANY AND/OR SUBSIDIARY, ASSOCIATED, AFFILIATED COMPANIES AND/OR ORGANISATIONS, OWNED CONTROLLED AND/OR MANAGED COMPANIES AS NOW OR HEREINAFTER CONSTITUTED.

PREMIUM: Additional Premium in respect of Part II Exclusions (A) (B) (C) to read as:-
hereon 80% of \$50,000 annual

With respect to the Schedule of Exclusions (ADDITIONAL TO FORM) attached to and made part of this Cover Note the following is amended to read as follows:-

PART II (G)(ii) Underground Property Damage not already excluded by N.M.A. 1683 and N.M.A. 1684.

ITEM (IV) Of the Schedule of Underlying Insurance CHARTERERS LIABILITY is corrected to read (in the first line only) as follows:-

\$2,000,000 damage to vessel and cargo

PREMIUM (V)(a) Of the Schedule of Underlying Insurance P. M. & G ASSOCIATES INC AND HARRY HENNER AND SONS INC., Insurance Brokers Errors and Omissions Coverage:-

Policies issued by Oregon Insurance Company/ADRIATICA/ FIRST STATE INSURANCE COMPANY are Replaced by EMPLOYERS REINSURANCE CORPORATION.

All other terms and conditions of the Cover Note/Certificate remaining unchanged.

Contd....

Dated, London, _____ 19

C. T. BOWRING & CO. (INSURANCE) LTD.

DEPART.

MANAGER

Form AG 107/102

WRG

0666

COPY ADDENDUM

00799

Attaching to and forming part of Cover Note/Certificate No. 35446

Re A/C W. R. GRACE AND COMPANY ET AL

00667

The Schedule of participating Insurance Companies are amended as follows:-

100%	(32.47%	WALBROOK INSURANCE COMPANY LIMITED
	(17.32%	MUTUAL REINSURANCE COMPANY LIMITED
	(12.98%	ST KATHERINE INSURANCE COMPANY LIMITED (I A/C)
	(19.91%	BERMUDA FIRE AND MARINE INSURANCE COMPANY LIMITED
	(17.32%	ST KATHERINE INSURANCE COMPANY LIMITED

100%

Cover Note and Addendum issued to:-

NATIONAL BROKERAGE AGENCIES, INC.,
85 John Street
New York, New York 10038, U.S.A.

in lieu of as formerly stated.

All other terms and conditions of the Cover Note/Certificate remaining unchanged.

Dated, London, 3rd March 1977

jb
New York

C. T. BOWRING & CO. (INSURANCE) LTD.

DEPARTMENTAL MANAGER

Form AD.187/186

WRG 0667

BOWRING

Attaching to and forming part of Cover Note No. 0000000000

C. T. BOWRING & CO. (INSURANCE) LTD.
Lloyd's Brokers
AMERICAN NON-MARINE DIVISION

Please examine this document carefully
and advise us immediately if it is incorrect
or does not meet your requirements.

P.O. BOX 148. TELEPHONE: 01-223 3100
THE BOWRING BUILDING. TELEGRAMS: BOWINSUR
TOWER PLACE. LONDON EC3
LONDON. EC3P 3EE TELEX: 222191
(Registered Office) Registered No. 78170 London

58
Date 4th October, 1977
VAT No. 244 2517 78

In accordance with instructions we have amended cover as follows:

A/C: W.R. GRACE AND CO., AND/OR SUBSIDIARY, ASSOCIATED,
AFFILIATED COMPANIES AND/OR ORGANISATIONS, OWNED,
CONTROLLED AND/OR MANAGED COMPANIES AS NOW OR
HEREINAFTER CONSTITUTED

00000

Effective inception, the Schedule of Underlying Insurance is
amended as follows:-

II EMPLOYERS LIABILITY

(b) Employers Liability including Occupational Disease

LIMIT - \$500,000 each Employee
\$500,000 each Accident

CARRIER - C.N.A.

From inception, the amendments to Joint Venture Coverage are
as follows:-

In respect of any co-venture or partnership where:-

- (A) The Assured's financial interest is at least 50%.
- (B) The Assured has sole responsibility for the management
and operation.
- (C) The Assured's is obligated to provide full insurance.

The Joint Venture Clause N.M.A. 1687 shall not apply.

Notwithstanding the foregoing, any future contractual agreement
issued by the Assured to its co-venturers or partners, will specify
that the insurance provided by the Assured's Insurers shall be the
sole and exclusive protection afforded to any and all members of such
ventures.

RECEIVED

OCT 11 1977

All Other Terms and Conditions Remaining Unchanged

Marsh & McLennan Inc.,
1221 Avenue of the Americas,
NEW YORK, N.Y. 10020,
U.S.A.

C. T. BOWRING & CO. (INSURANCE) LTD.

L. Vint
Director

WRG 0668

Attaching to and forming part of Cover Note No. 204-2 COMPANIES

Please examine this document carefully and advise us immediately if it is incorrect or does not meet your requirements.

Registered No. 76170 London

VAT No. 244 2517 73

In accordance with instructions we have amended cover as follows:

U.S. GRACE AND CO., AND/OR SUBSIDIARY, ASSOCIATED,
AFFILIATED COMPANIES AND/OR ORGANIZATIONS, OWNED,
CONTROLLED AND/OR MANAGED COMPANIES AS NOW OR
HEREINAFTER CONSTITUTED

Effective inception, the Schedule of Underlying Insurance is amended as follows:-

II EMPLOYERS LIABILITY

(b) Employers Liability including Occupational Disease

LIMIT - \$500,000 each Employee
\$500,000 each Accident

C. V. RILEY - C. H. A.

From inception, the amendments to Joint Venture Coverage are as follows:-

In respect of any co-venture or partnership there:-

- (A) The Assured's financial interest is at least 50%.
- (B) The Assured has sole responsibility for the management and operation.
- (C) The Assured's is obligated to provide full insurance.

The Joint Venture Clause N.E.A. 1987 shall not apply.

Notwithstanding the foregoing, any future contractual agreement issued by the Assured to it's co-venturers or partners, will specify that the insurance provided by the Assured's insurers shall be the sole and exclusive protection afforded to any and all members of such ventures.

Marion S. Hollmann Inc.,
1201 Avenue of the Americas,
New York, N.Y. 10020,
U.S.A.

All Other Terms and Conditions Remaining Unchanged

C. T. BOWRING & CO. (INSURANCE) LTD.

WRG

0669

00302

Bowring**COPY ADDENDUM**Attaching to and forming part of Cover Note No. 71035

C.T. BOWRING & CO. (INSURANCE) LTD.
 Lloyd's Brokers
 AMERICAN NON-MARINE DIVISION

Please examine this document carefully
 and advise us immediately if it is incorrect
 or does not meet your requirements.

P.O. BOX 145, TELEPHONE: 01-253 3100
 THE BOWRING BUILDING, TELEGRAMS: BOWINSUR
 TOWER PLACE, LONDON EC2
 LONDON, EC3P 3SE TELEX: 822181
 (Registered Office) Registered No. 76170 London

Date 6th October, 1977
 VAT No. 244 2517 73

In accordance with instructions we have amended cover as follows:

**A/C: W.B. GRACE AND CO., AND/OR SUBSIDIARY, ASSOCIATED,
 AFFILIATED COMPANIES AND/OR ORGANISATIONS, OWNED,
 CONTROLLED AND/OR MANAGED OR AS SET ON
BEHALF OF THE COMPANY**

Effective inception, the Schedule of Underlying Insurance is amended as follows:-

11 EMPLOYERS LIABILITY

(b) Employers Liability including Occupational Diseases

**LIMIT - \$500,000 each Employee
 \$200,000 each Accident
 EXCESS - G.R.A.**

From inception, the amendments to Joint Venture Coverage are as follows:-

In respect of any co-venture or partnership where:-

- (a) The Assured's financial interest is at least 50%.
- (b) The Assured has sole responsibility for the management and operation.
- (c) The Assured's is obligated to provide full insurance.

The Joint Venture Clause E.H.A. 1987 shall not apply.

Notwithstanding the foregoing, any future contractual agreement issued by the Assured to its co-venturers or partners, will specify that the insurance provided by the Assured's Insurers shall be the sole and exclusive protection afforded to any and all members of such venture.

All Other Terms and Conditions Remaining Unchanged

Marsh & McLennan Inc.,
 1111 Avenue of the Americas,
 24th Floor, N.Y. 10020,
 U.S.A.

C.T. BOWRING & CO. (INSURANCE) LTD.

WRG

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00303

BOWRING

Attaching to and forming part of Cover Note No. _____

C. T. BOWRING & CO. (INSURANCE) LTD.
 Lloyd's Brokers
 AMERICAN NON-MARINE DIVISION

Please examine this document carefully
 and advise us immediately if it is incorrect
 or does not meet your requirements.

P.O. BOX 148. TELEPHONE: 01-223 3100
 THE BOWRING BUILDING. TELEGRAMS: BOWINSUR
 TOWER PLACE. LONDON EC3
 LONDON EC3P 3BE TELEX: 842131
 (Registered Office) Registered No. 78170 London

Date 7th February, 1978.

VAT No. 244 2517 78

In accordance with instructions we have amended cover as follows:

A/C V.R. GRACE AND COMPANY AND/OR SUBSIDIARY, ASSOCIATED,
 AFFILIATED COMPANIES AND/OR ORGANISATIONS, OWNED, CONTROLLED
 AND/OR MANAGED COMPANIES AS NOW OR HEREAFTER CONSTITUTED

Effective at 3rd June, 1978 the Schedule of Underlying Insurance (Section V)
 is amended as follows:-

(a) Insurance Brokers Errors and Omissions Coverage
 \$1,000,000 each claim
 \$1,000,000 aggregate
 \$ 8,000 deductible per claim
 Carrier:- Employers Reinsurance Corporation.

(b) Excess Insurance Brokers Errors and Omissions Coverage
 \$4,000,000 each claim
 \$4,000,000 aggregate
 Carrier:- North River Insurance Company.

Effective at 1st January, 1977 it is understood that the Named Assured includes
 the following acquisitions:-

MANV CITY
 AND
 AD CRAFT INC.

Effective date to be agreed the following entities are added hereto:

- 1) TIDI PRODUCTS - a manufacture and distributor of disposable
 medical and dental supplies. Located in Pomona,
 California.
- 2) CHANNEL COMPANIES INC. - New Jersey and Pennsylvania based
 retailer of home improvement products,
 product for sale include tools, panneling and
 paint. No known manufacturing involved
 in this acquisition.

All Other Terms and Conditions Remaining Unchanged

National Brokerage Agencies Inc.
 85, John Street,
 New York
 New York 10039
 U.S.A.

C. T. BOWRING & CO. (INSURANCE) LTD.

K. J. Smith
 Director

WRG

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Please examine this document carefully
and advise us immediately if it is incorrect
or does not meet your requirements.

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- 3) EL TORITO LA FIESTA West Coast based restaurant chain
RESTAURANTS U.S. - specializing in Mexican food.

and the following divestments were made:-
RACE FORD COAL COMPANY - Coal Mine Operation
AMERICAN CARRY PRODUCTS COMPANY.

Premium to be included in annual adjustment

It is understood that Condition (B) of the attached agreement (amendment for
co-venturers of partnerships) shall not apply in respect of Assured's joint
venture
with Logan Industrial Enterprises.

In respect of Assured's joint venture with Navajo Petroleum Company it is understood
that the Joint Venture Clauses N.M.A. 1637 shall not apply and that coverage
under all of V.R. GRACE umbrella policies will afford a maximum of \$10,000,000
coverage in respect of the interest of Navajo Petroleum Company.

General Brokerage Agencies Inc.
25, John Street,
New York
New York 10033
U.S.A.

WRG 0672

Bowring

Attaching to and forming part of Cover Note.

5540

00305

C. T. BOWRING & CO. (INSURANCE) LTD.
Lloyd's Brokers
AMERICAN NON-MARINE DIVISION

Please examine this document carefully
and advise us immediately if it is incorrect
or does not meet your requirements.

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P.O. BOX 145. TELEPHONE: 01-253 3100
THE BOWRING BUILDING. TELEGRAMS: BOWINSUR
TOWER PLACE. LONDON EC3
LONDON EC3P 3EE TELEX: 822191
(Registered Office) Registered No. 78170 London

Date 5th October, 1977
VAT No. 244 2517 79

In accordance with instructions we have amended cover as follows:

A/C W.R. GRACE AND CO. ET AL.

Effective 29th July, 1977 **GROUN HANGARKEEPERS LIABILITY**
is added to the Schedule of underlying insurances.

<u>LIMITS:</u>	\$2,000,000	each Aircraft
	\$5,000,000	each Occurrence.

No. Brokerage Agencies Inc.,
85 J. Street,
New York,
New York 10038,
U.S.A.

All Other Terms and Conditions Remaining Unchanged.

C. T. BOWRING & CO. (INSURANCE) LTD.

Director

WRG

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